

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MOHAMMED EL AALAOUI,	:	
	:	
Plaintiff,	:	Case No. 19-00773-LJL
v.	:	
	:	<u>DECLARATION OF ATTORNEY</u>
LUCKY STAR GOURMET DELI INC.; 305	:	<u>MOHAMMED GANGAT, ESQ. IN</u>
GROCERY DELI CORP.; OMAR ALLHABI;	:	<u>SUPPORT OF MOTION</u>
HAMDI ALLHABI; AHMED ALZABIDI,	:	
	:	
Defendants.	:	
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MOHAMMED GANGAT, an attorney admitted to practice in the Courts of the State of New York and this Court, affirms the following to be true under penalty of perjury.

1. I am the attorney for the Plaintiff. I submit this declaration in support of my motion that seeks an Order pursuant to Local Rule 1.4 permitting me to withdraw as counsel for the Plaintiff.
2. I seek to withdraw from this case because the Plaintiff has stopped communicating with me.
3. I opened this case and filed the Complaint with the supporting initial documents on January 25, 2019.
4. I filed a Declaration in Support of Request for Certificate of Default on January 17, 2020.
5. I then filed a Proposed Default Judgment and a Proposed Order to Show Cause without Emergency Relief on January 31, 2020.
6. On February 28, 2020, a “Waiver of General Liability” was filed on the docket. This led the Court to dismissing the action. I discussed this document with my client shortly after it was filed on the docket. The document appeared strange given that on January 31, 2020, Plaintiff came to my office to sign his affidavit in support of default judgment.
7. When I talked to the Plaintiff, he explained to me that Defendants had reached out to him

and were pressuring him to settle. I urged him to refer Defendants to contact me, and that to involve me in any settlement discussions, and that the Court needed to be informed. He said he understood and would follow my directions. When I asked him about the waiver document, he said he was forced into signing it; that he did not have anything to do with filing the document; and that he had not received any money from the Defendants. I then wrote a letter to the Court seeking to reopen the action on the grounds that my client had not filed the document, and that it was not an enforceable settlement agreement. The Court granted my request and this case proceeded with Plaintiff filing a motion for default.

8. Thereafter, defendants appeared through counsel and sought to vacate the default. Since then, my office has attempted to contact Plaintiff on a number of occasions, but we have not received any response.

9. I have sent my client two letters by US Mail, one sent on or about April 18, 2020, and another on or about June 1, 2020. I have also emailed him, messaged him on facebook, and my office has made calls and sent text messages. In terms of calls and text messages, my office has attempted to contact him in that manner once a week for the past 3 weeks. Voicemails were left but no response was received.

10. I also attempted to visit Plaintiff at two of the physical addresses I have for him. At one address, no one answered when I knocked on the door.

11. The other address I have for Plaintiff is actually from the "Waiver of General Liability" that Defendants filed on the docket. That document lists the following address for Plaintiff: 30 West 119th Street, Apt 4, New York, NY 10026. When I went to that address, I spoke to an individual named Mansoor S. Alhalimi who said he lived there but that Plaintiff did not live there. When I asked him where Plaintiff did live, he asked me my name. I identified myself as an attorney and gave my

name, Mohammed Gangat. Mr. Alhalmi stopped speaking with me immediately. Interestingly, I represent another individual in another wage and hour action against a deli where we obtained a default judgment against an individual defendant named Mansoor S. Alhalmi, residing at 30 West 119th Street, Apt 4, New York, NY 10026. See *Bouhajrah v. Halmi et al.*, No 651962/2019 (Sup. Ct., NY Cty.)

12. In terms of communicating with the Plaintiff, I think the Defendants or Mr. Alhalmi are in contact with Plaintiff, however neither of them are willing to share any information with me so at this point I have no other ways of attempting to contact Plaintiff and must seek to withdraw.

13. I do not seek a charging or retaining lien on this case.

WHEREFORE, your declarant prays for an order granting this motion in all respects together with such other and further relief as the court deems just and proper.

Dated: June 14, 2020
New York, NY

/s/ Mohammed Gangat
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